

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA	:	CRIMINAL NO.: 03-
v.	:	DATE FILED:
WILLIAM HURST	:	VIOLATIONS:
	:	18 U.S.C. § 371 (Conspiracy – 1
	:	count)

INDICTMENT

COUNT ONE

THE GRAND JURY CHARGES THAT:

Introduction

At all times relevant to this indictment:

1. Defendant WILLIAM HURST owned and operated an automobile repair business and body shop known as Hurst Collision Center, located at 3 Fallsington Avenue, Tullytown, Pennsylvania. HURST also used Hurst Collision Center to “chop” vehicles, that is, to receive, use, sell and otherwise dispose of stolen motor vehicles and stolen motor vehicle parts from which the vehicle identification numbers (“VINs”) and other identifying marks had been removed or altered.

2. Teofil Chomyn, a/k/a Phil Chomyn, charged elsewhere, was the owner and operator of Direct Connection USA, Inc., a business located at 215 Philmont Avenue or 329A Philmont Avenue, Feasterville, Pennsylvania, that bought damaged automobiles at auction and resold them to autobody shops and the general public.

3. Michael Jarosz, charged elsewhere, operated an auto theft ring and supplied to defendant WILLIAM HURST stolen motor vehicles and motor vehicle parts from which the VINs and other identifying marks had been removed or altered.

4. Dennis Watts, charged elsewhere, was an employee and partner of Michael Jarosz and assisted Jarosz in supplying to defendant WILLIAM HURST stolen motor vehicle and motor vehicle parts from which the VINs and other identifying marks had been removed or altered.

5. Dismantling or disassembling a motor vehicle which has been stolen or otherwise unlawfully obtained, in order to alter, replace, or remove the identity, including the VIN, of the motor vehicle or motor vehicle part in order to distribute, sell, or dispose of such vehicle or vehicle part in interstate or foreign commerce as part of a chop shop operation is commonly referred to as "chopping" or "cutting."

6. “Replating” is the removal, obliteration, alteration, replacement, or tampering with: (1) VINs affixed to the metal plate on the dash board and on the fire wall of the hood of the motor vehicle; and (2) “Mylar” stickers containing VINs, which were affixed to various parts of the vehicle, to disguise the fact that the vehicle was stolen or part of an “insurance give up,” which is a fraudulent scheme in which the owner of the vehicle gives the vehicle to a person associated with a chop and falsely reports it stolen to obtain insurance proceeds.

7. “VIN removal” is the process of taking off, disposing, and obliterating some or all VIN numbers, including VIN plates and Mylar stickers, on motor vehicles, or motor vehicle parts during the chopping and dismantling of a motor vehicle, to prevent or inhibit law enforcement from detecting that the motor vehicle or parts were stolen, replated, or part of an insurance give up.

The Conspiracy

8. From in or about 1997 until on or about May 29, 2000, in the Eastern District of Pennsylvania, and elsewhere, defendant

WILLIAM HURST

conspired and agreed with Teofil Chomyn, Michael Jarosz, Dennis Watts and others known and unknown to the grand jury to commit offenses against the United States, that is to knowingly and intentionally:

- a. unlawfully remove, obliterate, tamper with, and alter identification numbers for motor vehicles and motor vehicle parts required by the Motor Vehicle Theft Prevention Act and applicable regulations, in violation of 18 U.S.C. § 511; and
- b. buy, receive, possess, and obtain control of, with intent to sell and otherwise dispose of, motor vehicles and parts, knowing that the VIN had been unlawfully removed, obliterated, tampered with, and altered, in violation of 18 U.S.C. § 2321.

### MANNER AND MEANS

It was part of the conspiracy that:

9. Defendant WILLIAM HURST bought damaged vehicles from Teofil Chomyn with the intention of repairing those vehicles by using parts that had been chopped from stolen vehicles and from which the identifying stickers had been removed.

10. Defendant WILLIAM HURST met with Michael Jarosz and had him inspect damaged motor vehicles to aid defendant HURST in determining what parts were needed to repair the vehicle. On occasion, Teofil Chomyn and Dennis Watts were present at these meetings.

11. At defendant WILLIAM HURST's direction, after inspecting the damaged vehicle, Michael Jarosz and Dennis Watts stole, or had others steal, motor vehicles so that the parts defendant HURST needed could be chopped from the stolen vehicles and delivered to defendant HURST.

12. Defendant WILLIAM HURST caused Jarosz, Watts and others to remove the VINs from the stolen parts before they were delivered to him in order to prevent law enforcement officers from discovering that he was using stolen parts to repair vehicles at Hurst Collision Center.

13. On most occasions, and at defendant WILLIAM HURST's request, Jarosz and Watts delivered the stolen parts to HURST at the back of Hurst Collision Center so that their illegal activity would be concealed.

14. Defendant WILLIAM HURST paid Jarosz and Watts in cash for the stolen motor vehicle parts.

15. On occasion, defendant WILLIAM HURST used some of the stolen motor vehicle parts to repair the cars of unsuspecting customers.

16. On occasion, defendant WILLIAM HURST used some of the stolen motor vehicle parts to repair damaged vehicles that he would ultimately sell after he had repaired them.

17. On occasion, defendant WILLIAM HURST sold some of the stolen motor vehicle parts.

18. On occasion, defendant WILLIAM HURST used some of the stolen motor vehicle parts to repair vehicles for Michael Jarosz that Jarosz ultimately sold. In those instances, Jarosz paid HURST in cash for his labor.

19. On occasion, defendant WILLIAM HURST purchased from Jarosz replated motor vehicles that had either been stolen or were part of insurance give-ups scams, knowing that the vehicles had been replated, and he ultimately resold these vehicles.

## OVERT ACTS

In furtherance of the conspiracy, defendant WILLIAM HURST, Teofil Chomyn, Michael Jarosz, Dennis Watts and others known and unknown committed the following overt acts in the Eastern District of Pennsylvania:

### **The Ford Windstar Minivan**

In or about early 1997:

1. Teofil Chomyn directed Michael Jarosz to steal the motor vehicle parts necessary to repair a damaged Ford Windstar minivan.
2. At Chomyn's request, Jarosz caused others to steal a Ford Windstar minivan, chop the parts Chomyn needed from then van, and remove all identifying sticker from the parts.
3. Defendant WILLIAM HURST agreed to repair the damaged Ford Windstar minivan with the stolen parts supplied by Jarosz.
4. Teofil Chomyn supplied defendant WILLIAM HURST with a damaged Ford Windstar minivan and the stolen parts needed to repair the vehicle from which the VINs had been removed (which were the front end, airbags and suspension).

### **The Nissan Altima Repair Job**

In or about Spring of 1997:

5. Defendant WILLIAM HURST caused Michael Jarosz and others to steal a Nissan Altima, chop parts from the vehicle, and deliver the parts to him at Hurst Collision Center because he needed the parts to repair a Nissan Altima for an unsuspecting customer.

6. Michael Jarosz delivered to defendant WILLIAM HURST parts from a stolen Nissan Altima, including the front end, suspension and airbags, which had all been “made clean” in that all of the VINs had been removed.

7. Defendant WILLIAM HURST paid Jarosz cash for the parts and paid a price which was far below what he would have paid had the parts legitimately been obtained.

### **The Green Jeep Cherokee Repair Job**

In or about Spring of 1997:

8. Defendant WILLIAM HURST caused Michael Jarosz, Dennis Watts and others to steal a green Jeep Cherokee, chop parts from the vehicle, and deliver the parts to Hurst Collision Center because he needed the parts to repair a Jeep Cherokee for an unsuspecting customer.

9. Michael Jarosz delivered to defendant WILLIAM HURST parts from a stolen Jeep Cherokee, including doors, which had all been “made clean” in that all of the VINs had been removed.



10. Defendant WILLIAM HURST paid Jarosz cash for the parts and paid a price which was far below what he would have paid had the parts legitimately been obtained.

**The 1997 GMC Pick-up Truck Repair Job**

In or about Spring of 1997:

11. Defendant WILLIAM HURST caused Michael Jarosz and others to steal a GMC pick-up truck, chop parts from the vehicle, and deliver the parts to Hurst Collision Center because he needed the parts to repair a GMC pick-up truck for an unsuspecting customer.

12. Jarosz delivered to defendant WILLIAM HURST parts from a stolen 1997 GMC pick up truck, including the front end, the windshield and airbags, which had all been “made clean” in that all of the VINs had been removed.

13. Defendant WILLIAM HURST paid Jarosz cash for the parts and paid a price which was far below what he would have paid had the parts legitimately been obtained.

### **The 1998 Mitsubishi Eclipse Repair Job**

In or about Summer of 1997:

14. Defendant WILLIAM HURST caused Michael Jarosz, Dennis Watts and others to steal a Mitsubishi Eclipse, chop parts from the vehicle, and deliver the parts to Hurst Collision Center because he needed the parts to repair a Mitsubishi Eclipse for an unsuspecting customer.

15. Michael Jarosz delivered to defendant WILLIAM HURST parts from a stolen 1998 Mitsubishi Eclipse, including the front end, dash, airbags, windshield, and suspension, which had all been “made clean” in that all of the VINs had been removed.

16. Defendant WILLIAM HURST paid Jarosz cash for the parts and paid a price which was far below what he would have paid had the parts legitimately been obtained.

### **The Replated White Ford Explorer – Eddie Bauer Edition**

In or about Spring of 1998:

17. Michael Jarosz purchased a white Eddie Bauer Edition Ford Explorer that had been stolen by a person known to the Grand Jury and which had been replated by that person.

18. Defendant WILLIAM HURST purchased this replated vehicle, knowing that it was replated.

19. Defendant WILLIAM HURST paid Jarosz approximately \$3,000 for this vehicle and also gave him a Pontiac Grand Prix automobile.

20. Defendant WILLIAM HURST ultimately sold the replated Ford Explorer to a third party.

### **The Replated Chevrolet 1500 Pick-up Truck**

In or about Spring of 1998:

21. Michael Jarosz came into possession of a Chevrolet 1500 pick-up truck that was part of an insurance give-up scam. The truck had been replated by the supplier of the truck so that if the VIN was traced, the truck would not show up as stolen.

22. Defendant WILLIAM HURST agreed to purchase this replated vehicle but only if Jarosz agreed to make the vehicle completely “clean” by removing the VINs from all of the other parts of the truck.

23. At defendant WILLIAM HURST’S request, Jarosz and others took the truck apart and removed the identifying numbers from the motor, frame and transmission.

24. Defendant WILLIAM HURST paid Jarosz approximately \$3,500 for this vehicle, which was far below the market price for the vehicle if it had legitimately been obtained.

### **The 1988 GMC Pick-Up Truck**

In or about Spring of 1998:

25. Defendant WILLIAM HURST contacted Michael Jarosz and caused him and others to steal a 1988 GMC pick up truck, chop parts from the vehicle, and deliver the parts to Hurst Collision Center.

26. Michael Jarosz delivered to defendant WILLIAM HURST PARTS from a stolen 1988 GMC pick-up truck, including the front end and windshield, which had all been “made clean” in that all of the VINs had been removed.

27. Defendant WILLIAM HURST paid Jarosz cash for the parts and paid a price which was far below what he would have paid had the parts legitimately been obtained.

28. Defendant WILLIAM HURST sold these parts to a third party.

### **The Red Blazer**

In or about Spring of 1998:

29. Jarosz possessed a damaged red Blazer and caused others to steal a Blazer, chop parts from the vehicle, and make the parts “clean” by removing the VINs from the parts.

30. Defendant WILLIAM HURST repaired the damaged Blazer for Jarosz and used the stolen parts that Jarosz supplied.

31. Jarosz paid defendant WILLIAM HURST between \$1,500 and \$2,500 for his labor.

32. Jarosz ultimately sold the repaired vehicle to a third party.

**The Green Buick Skylark**

In or about Summer of 1998:

33. Jarosz possessed a damaged green Buick Skylark and then caused others to steal a Buick Skylark, chop parts from the vehicle, and make the parts “clean” by removing the VINs from the parts.

34. Defendant WILLIAM HURST repaired the damaged Blazer for Jarosz and used the stolen parts that Jarosz supplied, which included the front end and the windshield.

35. Jarosz paid defendant WILLIAM HURST between \$1500 and \$2500 for his labor.

36. Jarosz ultimately sold the repaired vehicle to a third party.

**The Green Pontiac Grand Am**

In or about Fall of 1998:

37. Jarosz possessed a damaged green Pontiac Grand Am and then caused others to steal a Pontiac Grand Am, chop parts from the vehicle, and make the parts “clean” by removing the VINs from the parts.

38. Defendant WILLIAM HURST repaired the damaged Pontiac Grand Am for Jarosz and used the stolen parts that Jarosz supplied, which included the front end and all four doors.

39. Jarosz paid defendant WILLIAM HURST between \$1,500 and \$2,500 for his labor.

40. Jarosz ultimately sold the repaired vehicle to a third party.

### **The 1997 Mercury Sable**

In or about Spring of 1999:

41. Dennis Watts purchased a damaged 1997 Mercury Sable and then stole a Mercury Sable and chopped the parts necessary to repair the vehicle from the stolen car.

42. Jarosz contacted defendant WILLIAM HURST and informed him that the damaged vehicle along with the parts needed to repair it were for sale.

43. Defendant WILLIAM HURST and Jarosz met at a garage and inspected the vehicle and the stolen parts, which included the front end, windshield and airbags, which were “clean” in that the VINs had been removed.

44. Defendant WILLIAM HURST paid Jarosz cash for the parts and paid a price which was far below what he would have paid had the parts legitimately been obtained.

45. Jarosz kept some of the proceeds and gave the rest of the proceeds to Dennis Watts.

46. Defendant WILLIAM HURST repaired the Mercury Sable using the stolen parts and ultimately sold it to a third party.

### **The Gray Ford Taurus**

In or about Summer of 1999:

47. Teofil Chomyn sold a stripped gray Ford Taurus to defendant WILLIAM HURST and Michael Jarosz knowing that HURST would rebuild the vehicle using parts that would be stolen by Jarosz.

48. Defendant WILLIAM HURST and Jarosz met in the presence of Chomyn to discuss the stolen parts needed to rebuild the vehicle.

49. Defendant WILLIAM HURST caused Jarosz and others to steal a Ford Taurus, chop parts from the vehicle, and deliver the parts to Hurst Collision Center.

50. Michael Jarosz delivered to defendant WILLIAM HURST parts from a stolen Ford Taurus, including all of the doors, the windshield, the airbags, the interior, the wheels and tires, which had all been “made clean” in that all of the VINs had been removed.

51. Defendant WILLIAM HURST paid Jarosz cash for the parts and paid a price which was far below what he would have paid had the parts been legitimately obtained.

52. Defendant WILLIAM HURST repaired the gray Ford Taurus using the stolen parts that he bought from Jarosz and then sold the vehicle to a third party.

### **The White Lexus**

In or about Summer of 1999:

53. Teofil Chomyn provided a damaged white Lexus to defendant WILLIAM HURST and Michael Jarosz knowing that HURST would repair the vehicle using parts that would be stolen by Jarosz.

54. Defendant WILLIAM HURST and Jarosz met in the presence of Chomyn to discuss the stolen parts needed to repair the vehicle.

55. Defendant WILLIAM HURST caused Jarosz and others to steal a Lexus, chop parts from the vehicle, and deliver the parts to him at Hurst Collision Center.

56. Michael Jarosz delivered to defendant WILLIAM HURST parts from a stolen Lexus which had all been “made clean” in that all of the VINs had been removed.

57. Defendant WILLIAM HURST informed Jarosz that Jarosz’ car thieves had stolen parts from the wrong Lexus model and that he could not repair the damaged Lexus with the stolen parts that Jarosz had supplied.

58. Defendant WILLIAM HURST ultimately sold the stolen parts that Jarosz supplied to a third party.



### **The Replated Black Volkswagen Jetta**

59. In or about Fall of 1998, Michael Jarosz purchased a demolished Volkswagen Jetta from Teofil Chomyn with the understanding that Chomyn would give him the title to the vehicle, which was a good title.

60. In or about Fall of 1998, Jarosz directed car thieves who worked for him to steal a black Volkswagen Jetta and replate the vehicle with the VIN from the Jetta that he had purchased from Chomyn.

61. In or about Fall of 1998, Jarosz contacted defendant WILLIAM HURST who agreed to purchase the replated Jetta, knowing that it was replated.

62. In or about Fall of 1998, Jarosz and defendant WILLIAM HURST discussed the price that HURST would pay for the replated vehicle, which was far below the market price for the vehicle if it were legitimate.

63. From in or about Fall of 1998 until at least May 29, 2000, defendant WILLIAM HURST possessed the replated Jetta with the intent of selling it after he obtained the title for the vehicle.

64. On or about April 25, 2000, defendant WILLIAM HURST caused Michael Jarosz, who was then cooperating with the government, to call Teofil Chomyn and tell Chomyn that he still wanted the title to the replated Jetta.

65. On or about May 29, 2000, defendant WILLIAM HURST called Michael Jarosz, who was then cooperating with the government, and caused Jarosz to give him

Chomyn's telephone number so that he could call Chomyn and ask for the title to the replated Jetta.

All in violation of Title 18, United States Code, Section 371.

A TRUE BILL:

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FOREPERSON

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PATRICK L. MEEHAN  
United States Attorney